

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	:	
BASIN TRANSLOAD, LLC, ¹	:	Chapter 11
Debtor.	:	Case No. 20-11462 (JTD)
	:	

**NOTICE OF RULE 30(b)(6) DEPOSITION TO MBI HOLDINGS, LLC
TO BE CONDUCTED VIA VIDEOCONFERENCE**

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, as made applicable to these proceedings by Rules 7030 and 9016 of the Federal Rules of Bankruptcy Procedure, Basin Transload, LLC, by and through its attorneys, will take the Rule 30(b)(6) deposition of MBI Holdings, LLC (“MBI”) as to the subject matters listed in Attachment A, beginning on July 1, 2020, at 10:00 a.m. (Eastern Time) (or on another date and time agreed to by the Debtor and other parties to the proceedings). The videoconference deposition will be taken upon oral examination and recorded by audio, audiovisual, or stenographic means before a Notary Public or other person authorized by law to administer oaths.

Pursuant to Rule 30(b)(6), MBI must designate one or more qualified and knowledgeable officers, directors, managing agents, or other persons to testify on its behalf regarding each of the matters listed in Attachment A. No later than five days prior to deposition, MBI is requested to

¹ The Debtor’s last four digits of its taxpayer identification number are (7171). The headquarters and service address for the above-captioned Debtor is 800 South Street, Suite 500, Waltham, Massachusetts 02453.

set forth in writing and transmit to counsel listed below the identity of each witness who will testify on behalf of MBI concerning the matters set forth in Attachment A and to further identify the specific matters about which that witness will testify. The deposition may be used for discovery, evidentiary hearings, at the trial of this action, or for any other purposes permitted by the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, and under the rules of this Court.

Dated: June 18, 2020
Wilmington, Delaware

ASHBY & GEDDES

/s/ Michael D. DeBaecke
William Bowden (No. 2553)
Gregory A. Taylor (No. 4008)
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Phone: (302) 504-3728

*Proposed Counsel for Debtor
and Debtor in Possession*

ATTACHMENT A

DEFINITIONS

A. “Bankruptcy Proceeding” means Basin’s Chapter 11 case (Case No. 20-11462) and related proceedings.

B. “Basin” or “Debtor” means Basin Transload, LLC, and each of its agents, representatives, advisors, and all other persons acting on behalf of or under the direction or control of any of the foregoing.

C. “Basin LLC Agreement” means the Limited Liability Company Agreement of Basin Transload, LLC, dated February 1, 2013 and executed by the Minority Members and Global Operating, LLC.

D. “Equity Interests” means the equity interests in Basin, as defined in the Basin LLC Agreement.

E. “Global Partners” means Global Partners, LP, and each of its agents, representatives, advisors, and all other persons acting on behalf of or under the direction or control of any of the foregoing.

F. “Guaranty and Subrogation Claim” means the claim asserted by Global Partners against the Debtor in the amount of \$13,142,039.

G. “Guaranty Payment” means the payment demanded by Tesoro under the Tesoro Agreement in the amount of \$13,142,039, pursuant to an August 23, 2017, demand letter to the Debtor, which payment was made by Global Partners to Tesoro under the Tesoro Guaranty, of which Global Partners is seeking partial reimbursement from the Minority Members in the amount of approximately \$5.2 million under the Tesoro Side Letter Agreement.

H. “Motion to Dismiss” means the Motion of TGC, L.P. and MBI Holdings, LLC for Entry of an Order Dismissing the Debtor’s Chapter 11 Case, filed June 12, 2020. (Docket #56.)

I. “Tesoro” means Tesoro Plains Pipeline Company, LLC and each of its agents, representatives, advisors, and all other persons acting on behalf of or under the direction or control of any of the foregoing.

J. “Tesoro Agreement” means the Construction and Indemnification Agreement dated on or about April 3, 2014, executed by Basin and Tesoro.

K. “Tesoro Guaranty” means the Irrevocable Limited Guaranty Agreement dated on or about April 3, 2014, executed by Global Partners in favor of Tesoro.

L. “Tesoro Side Letter Agreement” means the letter agreement dated on or about April 3, 2014, executed by Global Partners and the Minority Members, under which Global Partners is seeking partial reimbursement from the Minority Members for the Guaranty Payment.

M. The terms “MBI,” “You,” or “Your” shall mean and refer to MBI Holdings, LLC, and each of its managers, officers, agents, representatives, advisors, designees, and all other persons acting on behalf of or under the direction or control of any of the foregoing.

INSTRUCTIONS

N. In construing each of these deposition topics, the words “and” and “or” shall be construed either disjunctively or conjunctively, the term “any” shall be interpreted to include and encompass “all,” and vice versa, and verb tense shall be interpreted to include past, present, and future tenses, whichever meaning makes the deposition topic more inclusive.

O. The definitions set forth above shall apply when the defined term is used regardless of whether the term is capitalized.

P. Any pronoun shall be construed to refer to the masculine, feminine, or neutral gender, in singular or plural, as in each case is most appropriate.

Q. The word “including” means “including without limitation.”

DEPOSITION TOPICS

DEPOSITION TOPIC NO. 1:

Your organizational and management structure and Your relationship with Basin.

DEPOSITION TOPIC NO. 2:

The Basin LLC Agreement.

DEPOSITION TOPIC NO. 3:

The Tesoro Agreement, Basin’s performance under the Tesoro Agreement, any risks relating to or affecting such performance, Basin Board-level discussions regarding performance under and claims relating to the Tesoro Agreement, and Tesoro’s assertion of claims against Basin with resulting termination of the Tesoro Agreement.

DEPOSITION TOPIC NO. 4:

The Tesoro Guaranty.

DEPOSITION TOPIC NO. 5:

The Tesoro Side Letter Agreement.

DEPOSITION TOPIC NO. 6:

The Guaranty Payment made by Global Partners to Tesoro.

DEPOSITION TOPIC NO. 7:

The Guaranty and Subrogation Claim asserted by Global Partners against Basin, including with respect to any of Your allegations that such claim is not valid, has been waived, or otherwise is subject to challenge and is unenforceable against the Debtor.

DEPOSITION TOPIC NO. 8:

Your Equity Interests in the Debtor and value or valuation thereof.

DEPOSITION TOPIC NO. 9:

The operations, performance, and financial condition of Basin.

DEPOSITION TOPIC NO. 10:

All contracts, business relationships, or managerial relationships between Basin and MBI.

DEPOSITION TOPIC NO. 11:

MBI's refusal to pay Global Partners in response to Global Partners' demand for payment under the terms of the Tesoro Side Letter Agreement.

DEPOSITION TOPIC NO. 12:

Any claim (as that term is defined in section 101(5) of the Bankruptcy Code) You or any of Your affiliates, principals, managers, officers, agents, designees, or

representatives currently assert or may choose to assert against the Debtor in the Bankruptcy Proceeding.

DEPOSITION TOPIC NO. 13:

Any request You have made for or in respect of an equitable dissolution of the Debtor, including all reasons in support of such request.

DEPOSITION TOPIC NO. 14:

Any alleged negligence or mismanagement of Basin by Global Partners.

DEPOSITION TOPIC NO. 15:

The Motion to Dismiss and factual allegations contained therein. *See e.g.* Motion to Dismiss at ¶¶ 3, 11, 13, 15, 23, 26, 30, 34, 35.

DEPOSITION TOPIC NO. 16:

Your funding of Required Contributions (as that term is used in the Motion to Dismiss) in February 2020. *See* Motion to Dismiss at ¶ 13.